

**FALL RIVER COUNTY
COUNTY COMMISSIONERS
COURTHOUSE
906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130 FAX: (605) 745-6835**

**FALL RIVER BOARD OF COUNTY COMMISSIONERS
Courthouse, 2nd Floor Courtroom
TUESDAY, DECEMBER 29, 2015**

- 8:30 Commission review of bills
9:00 Call Meeting to Order
Pledge of Allegiance
Conflict of Interest Items for Board Members
Action Items for Consideration:
Agenda
County assistance, death expense applications
Set policy committee meeting date
Approve GIS User Agreement
(move any unfinished business to the end of the meeting if needed)
- 9:10 Hearing for Contingency Transfers; Supplements; Cash Transfers; Resolution
9:20 Keith Andersen, Andersen Engineering – Plat approvals – Frank Peters; Steve Simunek
9:25 Lyle Jensen, Bdlg Supv – Approval to request quotes for body work on vehicle
9:30 Frank Maynard, EM – MOU with US Forest Service for radio frequencies; Shelter surveys; Hazardous Materials Grant
9:40 Hwy Business – Fuel transfers; Fuel bids; Updates
9:50 Approve bills; break
10:00 Public Comment
10:10 Sue Ganje, Auditor – Request authorization for part time employees to participate in Avisis Eyecare thru payroll deduction
10:15 Review #2015-19 Travel Resolution for possible amendment
10:25 2016 Contract between Fall River County and Oglala Lakota County
10:35 Executive Session for job evaluation, personnel as per SDCL 1-25-2 (1); SDCL 1-25-2 (3), legal
11:00 Official Canvass of the 2014 Referendum ballots on Fall River Resolution referring to Petroleum contaminated Soil Farm
- Unfinished Business
Executive Session as per SDCL 1-25-2 (1) and (3), legal and personnel matters
Adjourn

Agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only, If any items require action, such action will be deferred to the next meeting.
Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of accommodations, please notify the commissioners' office, (605) 745-5132, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

FALL RIVER COUNTY GIS USER AGREEMENT

WHEREAS, the User has requested that Fall River County supply the User with digital data;

WHEREAS, Fall River County is agreeable to copying the digital data at an agreed cost to the User, provided that the User complies with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the User and Fall River County agree as follows:

1. The User's name, address and telephone number are as follows: _____

Kristen Benoit Southeastern Council of Governments

500 Western Ave Suite 100 Sioux Falls, SD 57104 605-367-5390

2. Fall River County agrees to copy and deliver to the User digital data as requested.

3. The digital data to be provided is specifically described as follows: Parcels,

Roads, Structures, flood plain, City Limits, townships

4. User shall pay to Fall River County the sum of \$ -0- prior to any digital data being provided to User.

5. Fall River County hereby disclaims any and all liability or responsibility for damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or other problem with either the digital data provided to the User in any medium or format. The User hereby releases Fall River County, its officers, agents and all employees and volunteers from all liability, damages, claims, injuries or suits arising from

such error, inaccuracy or problem. Furthermore, the User agrees to indemnify and hold harmless Fall River County and its officers, agents and all employees and volunteers, from any and all claims, liability, damages, injuries and suits arising from use of the digital data, provided to the User in any medium or format, by the User, its employees or assignees, or by any third parties.

6. Fall River County reserves the right to deny access to certain coverages.

7. The digital data provided hereunder, in any medium or format, is provided "as is" and Fall River County expressly disclaims all warranties, UCC and otherwise, express or implied, including warranties as to the accuracy of the digital data and the merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all incidental, consequential or special damages arising out of or in connection with the use or performance of the digital data as provided in any medium or format.

8. User specifically acknowledges this disclaimer of warranty and expressly waives all warranties, express or implied, and waives any right of claim for damages incidental, consequential or special, arising out of or in connection with the use or performance of the digital data as provided in any medium or format.

9. The digital data provided by Fall River County shall remain the property of Fall River County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide the digital data to others as it deems appropriate in its sole discretion.

10. The digital data provided by Fall River County are deemed and remain hereinafter proprietary information of Fall River County, and shall not be provided, sold, disseminated or assigned to any other party, without the prior written consent of Fall River County.

11. Time is the essence of this Agreement.

12. This Agreement and all of its terms and conditions shall be binding upon all successors in interest of the parties hereto.

13. All signed copies of this Agreement shall be construed the same as the original hereof.

14. Written notices required to be given hereunder, or any written notices required to be given under South Dakota law, shall be made by certified mail, return receipt requested, to the User's address listed above and to the Fall River County Auditor at 906 N. River St., Hot Springs, South Dakota 57747.

15. In the event that either party determines that this Agreement has been or will be breached, then and in that event, said party shall send written notice to the offending party, stating the grounds, facts and circumstances that it believes led to the breach of this Agreement.

The party receiving such notice of breach shall have thirty (30) days from the date that notice was delivered to them, as indicated on the return receipt, to correct said breach. If said breach is not corrected, then the non-offending party may terminate this Agreement and may seek the appropriate relief as provided by South Dakota Codified Law.

16. The parties agree that even if a party does not enforce the other parties' breach of a provision of this Agreement, the failure to do so shall not be deemed a waiver of that parties' right to enforce any subsequent breach or default of the same or similar nature. Any waiver by a party of a right provided for in this Agreement must be in writing and signed by the parties to be effective.

17. This Agreement shall be construed in accordance with the substantive laws of the State of South Dakota.

18. Any dispute arising between the parties shall be brought before the Seventh Judicial Circuit Court, State of South Dakota, and the parties hereto consent to the jurisdiction of said court.

19. This Agreement may be modified only if said modification is in writing and signed by all the parties.

20. User agrees and hereby represents that in this Agreement, it was and is acting solely on its own, and acting through its own knowledge, and it is not in any manner relying upon any representation either from the Fall River County, its officials or any employee. This Agreement incorporates all the demands that User has made in regard to determining and fully settling all the terms and conditions herein. User hereby states and represents and warrants that it executes this Agreement of its own free will and based upon its own independent judgment.

21. The foregoing Agreement constitutes the entire Agreement between the parties and there is no other oral or collateral Agreement between the parties.

DATED this ____ day of _____, 20__.

Chairperson
Fall River County Commissioners

STATE OF SOUTH DAKOTA)
)
COUNTY OF FALL RIVER)

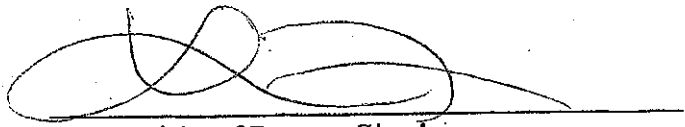
On this ____ day of _____, 20__, before me personally appeared _____, known to me to be the Chairperson of the Board of Fall River County Commissioners and he/she that executed the within instrument and acknowledged to me that said Board approved the same.

Notary Public - South Dakota

My commission expires:
(SEAL)

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DATED this 15th day of December, 2015.

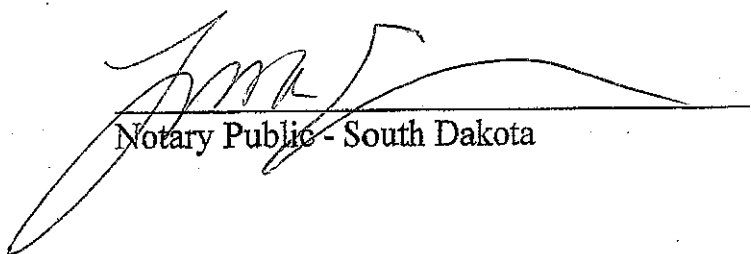


User, Title of Person Signing: Lynne Keller Forbes, Executive Director
SECOG

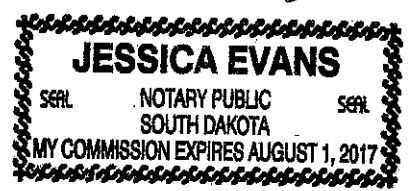
STATE OF South Dakota)

COUNTY OF ~~FALL RIVER~~ Minnehaha

On this 15th day of December, 2015, before me personally appeared Lynne Keller Forbes, known to me to the Executive Director (title of person signing) for SECOG (name of company) and that he/she executed the within instrument and acknowledged to me that such company approved the same.


Notary Public - South Dakota

My commission expires:
(SEAL)



FALL RIVER COUNTY RESOLUTION # 2015 - 19

WHEREAS, Fall River County follows rates set by the State of South Dakota for mileage, meals and lodging; and

WHEREAS, new rates have been set as follows:

Mileage: \$0.42 per mile; \$0.23 per mile if a fleet vehicle is available but the employee opts to use a private vehicle;

In-state meal rates of:

\$6.00 if the employee leaves before 5:31 AM and returns after 7:59 AM;
\$11.00 if the employee leaves before 11:30 AM and returns after 12:59PM;
\$15.00 if the employee leaves before 5:31 PM and returns after 7:59 PM;
\$32.00 Total

Out-of-state meal rates of:

\$10.00 if the employee leaves before 5:31 AM and returns after 7:59 AM;
\$14.00 if the employee leaves before 11:30 AM and returns after 12:59PM;
\$21.00 if the employee leaves before 5:31 PM and returns after 7:59 PM;
\$45 Total

Lodging In-state:


\$55.00 plus tax a day from check-in on September 1 through check-out on June 1
\$70.00 plus tax a day from check-in on June 1 through check-out on September 1

Lodging Out-of-state:

\$175.00 plus tax

NOW THEREFORE BE IT RESOLVED that the above rates are effective July 1, 2015.

Passed and approved this 21st day of July, 2015.


Deborah Russell, Chair
Fall River Board of County Commissioners

ATTEST:


Sue Ganje
Fall River County Auditor

Auditor

From: Ganje, Sue [Sue.Ganje@state.sd.us]
Sent: Wednesday, December 16, 2015 4:18 PM
To: Joan Nettinga
Subject: Fw: Request for Evaluative Feedback on 4-H Advisor
Attachments: image001.png

Sue Ganje
County Auditor
Fall River/Oglala Lakota County
605-745-5130

From: Bittiker, Donna <Donna.Bittiker@sdstate.edu>
Sent: Wednesday, December 16, 2015 3:46 PM
To: Ganje, Sue
Subject: Request for Evaluative Feedback on 4-H Advisor

Fall River County Commission,

SDSU Extension is in the process of completing annual evaluations for SDSU Extension 4-H Youth Program Advisors, including Brad Keizer, 4-H Youth Program Advisor serving Fall River County. Due to the important partnership between your county and SDSU Extension, we would appreciate your assessment of Brad's performance in completing job duties this year in relation to interactions with the Fall River County Commission. Feedback from the County Commission is not required but your input is appreciated. Four questions are listed below to aid in your assessment, however, your assessment need not be limited to these questions.

Performance assessments cover the time period of October 1, 2014 – September 30, 2015. Your comments will be used as a frame of reference in the formal evaluation process for this professional. We ask that specific examples be provided for both positive job performance actions as well as those that are in need of improvement.

Please return any feedback prior to January 15, 2015 by emailing donna.bittiker@sdstate.edu or mailing to

SDSU Extension
Attn: Donna Bittiker
SAG 109, Box 2207E
Brookings, SD 57007-2097

Thank you!

1. Assess the 4-H Advisor's communication with the County Commission. Is information provided to the Commission on a regular basis? If so, in what way? If not, what is lacking?
2. Assess the 4-H Advisor's ability to manage the county budget given to the 4-H program.
3. Assess the 4-H Advisor's interactions or relationship with the county extension office secretary.
4. Please provide any additional comments:

Donna Bittiker
4-H Field Operations Associate
donna.bittiker@sdstate.edu
120 Berg Agricultural Hall, SDSU
SAG 109 Box 2207E
Brookings, SD 57007
Phone: (605) 688-4262
Fax: (605) 688-6733
www.igrow.org



South Dakota State University, South Dakota counties, and USDA cooperating. South Dakota State University adheres to AA/EEO guidelines in offering educational programs and services.